

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims ("Agreement") is entered into between the following parties ("the Parties"): Plaintiff LINDSAY FONVERGNE ("Plaintiff"), and Defendants COUNTY OF LOS ANGELES and LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ("Defendants").

RECITALS

Plaintiff filed a civil action against Defendants, entitled *Lindsay F. v. County of Los Angeles, et al.*, Case No. BC473127, in the Los Angeles County Superior Court – North District ("the Lawsuit").

To avoid the time and expense of litigation, the Parties want to resolve their differences and reach an end, compromise, and settlement for all disputes existing and potentially existing between them from the incident giving rise to the Lawsuit.

AGREEMENT

In consideration of the mutual execution of this Agreement and the releases and promises made in the Agreement by the Parties, the Parties agree as follows:

In exchange for complete resolution of the Lawsuit, Defendants shall pay to Plaintiff Six Million One Hundred Fifty Thousand and 00/100 U.S. Dollars (US \$6,150,000.00), subject to approval by the Los Angeles County Contract Cities Board and the Los Angeles County Board of Supervisors (Collectively "Boards"). If the settlement is not approved by the Boards within ninety (90) days from the date the settlement agreement is executed, then this settlement is null and void and the case shall proceed to trial on the presently scheduled trial date of January 22, 2016, absent a stipulation of counsel for all parties. Defense counsel and the County of Los Angeles representatives agree to use best efforts to get the proposed settlement before both the Los Angeles County Contract Cities Board and the Los Angeles County Board of Supervisors within ninety (90) days from the date the settlement agreement is executed.

The undersigned Plaintiff, being of lawful age, does hereby, and for her heirs, executors, administrators, successors and assigns, release, acquit and forever discharges Defendants, as well

as their respective agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships, or any other entity connected therewith, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and/or compensation, of any nature whatsoever which the undersigned Plaintiff now has or which may hereafter accrue to the undersigned Plaintiff on account of, or in any way growing out of, any and all known or unknown, foreseen and unforeseen, injuries and/or damages and the consequences thereof resulting from, or to result from, the incident, casualty or event which occurred or arose on or about September 22, 2010, in Palmdale, California, and which has resulted in a claim and/or lawsuit being brought by the undersigned and against Defendants as described in Case No. BC473127, entitled *Lindsay F. v. County of Los Angeles, et al.*, filed in the Los Angeles County Superior Court – North District, and the individuals and entities involved in the negotiations between the parties before and after the filing of the action, all of which are released hereunder.

The undersigned Defendants, do hereby, and for its heirs, executors, administrators, successors and assigns, release, acquit and forever discharge Plaintiff, as well as her respective agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships, or any other entity connected therewith, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and/or compensation, of any nature whatsoever which the undersigned now have or which may hereafter accrue to the undersigned Defendants on account of, or in any way growing out of, any and all known or unknown, foreseen and unforeseen, injuries and/or damages and the consequences thereof resulting from, or to result from, the incident, casualty or event which occurred or arose on or about September 22, 2010, in Palmdale, California, and which has

resulted in a claim and/or lawsuit being brought by the undersigned and against Defendants as described in Case No. BC473127, entitled *Lindsay F. v. County of Los Angeles, et al.*, filed in the Los Angeles County Superior Court – North District, and the individuals and entities involved in the negotiations between the parties before and after the filing of the action, all of which are released hereunder.

Subject to approval by the Los Angeles County Contract Cities Board and the Los Angeles County Board of Supervisors, Defendants shall issue a settlement draft made payable as follows: To "Taylor & Ring, and plaintiff Lindsay Fonvergne" in the amount of \$6,150,000.00.

Plaintiff acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless and indemnify Defendants, Hurrell Cantrall LLP, and their attorneys and agents, of any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of the Plaintiff.

The Parties agree that they have received no inducement, promise or offer of any kind whatsoever for the consideration delineated hereinabove other than what is stated herein, and that this Agreement is executed without reliance on any statement or representation by those released or their representatives, or anyone, other than the sole consideration described herein.

It is understood and agreed that this settlement is the compromise of a disputed claim and that the consideration furnished is not to be construed as an admission of liability on the part of Defendants, and that Defendants have denied liability on the claim herein and intend merely to avoid litigation by this compromise.

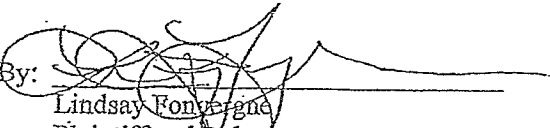
The compromise and settlement which forms the basis of this Agreement have been arrived at after thorough bargaining and negotiation and represents a final, mutually agreeable compromise.

The Parties agree that this Agreement extends to any claims which the Parties do not know or suspect to exist in their favor at the time of executing the document, which if known by them may materially affect this settlement. In that regard, the Parties agree to waive any rights they may have under California *Civil Code* § 1542, which provides as follows: "General release; extent - A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor." The Parties fully understand that they cannot hereafter make any further claim or seek any further recovery from the parties being released herein by reason of the aforesaid matters, and expressly waive all unknown claims caused by, or alleged to be caused by, the aforesaid Lawsuit - EXCEPT for any action, suit or proceeding arising from or based upon this Agreement. The Parties agree that this Agreement contains the entire agreement between the Parties and that the terms of this Agreement are contractual and not a mere recital.

The Parties further agree that they have read and fully understand this Agreement, that the opportunity has been afforded to discuss the terms and contents of this Agreement with legal counsel and/or that such a discussion with legal counsel has occurred. This release may be executed in multiple counterparts, each of which shall be deemed an original, and all of that shall constitute one agreement to be effective on the date of the final signature hereto.

CAUTION: READ BEFORE SIGNING

DATED: Oct. 7, 2015

By: 
Lindsay Fongvergna
Plaintiff and Releasor

COUNTY OF LOS ANGELES

Date: October
~~September~~, 2015

By: Millicent Rolon
Millicent Rolon
Principal Deputy County Counsel
Defendants and Releasors

APPROVED AS TO FORM :

DATED: 10/1/15

By: John Taylor
John Taylor
Taylor & Ring
Attorneys for Releasing Party Lindsay
Fonvergne

DATED: 10/1/15

By: Thomas Hurrell
Thomas Hurrell
Hurrell Cantrall LLP
Attorneys for Releasing Parties County of Los
Angeles and Los Angeles County Sheriff's
Department